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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/886,831	06/21/2001	John Joseph Curro	8592	8078

27752 7590 05/19/2003

THE PROCTER & GAMBLE COMPANY
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EXAMINER

PIERCE, JEREMY R

ART UNIT	PAPER NUMBER
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1771

7

DATE MAILED: 05/19/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

mk-7

Office Action Summary

Application No.

09/886,831

Applicant(s)

CURRO ET AL.

Examiner

Jeremy R. Pierce

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 11 March 2003.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,3-7,9-13 and 21-29 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,3-7,9-13 and 21-29 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on _____ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☒ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____.
- 4) ☐ Interview Summary (PTO-413) Paper No(s) _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

Response to Amendment

1. Amendment A has been filed on March 11, 2003 as Paper No. 6. Claims 1 and 7 have been amended. Claims 2, 8, and 14-20 have been deleted. New claims 21-29 have been added. The amendment is sufficient to withdraw the rejections set forth in section 2 of the last Office Action.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 3 and 9 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 3 depends from a deleted claim. The Examiner will assume that claim 3 should depend from claim 1.

Claim 9 recites the limitation "longitudinal axis" in line 1. There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

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A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

5. Claims 1, 3, 4, 6, 7, 9, 10, 12, and 13 are rejected under 35 U.S.C. 102(b) as being anticipated by Friemel et al.

Friemel et al. disclose a sachet for pest control (abstract). Two webs are bonded face-to-face with a pest control agent in-between (column 7, line 63 –column 8, line 52 and Figure 6). The bonding area represented by numeral 10 forms its own discrete area that has a length that is larger than the width (see Figure 2). With regard to claims 3 and 9, the bond sites would be oriented in the same direction. The fact that there may be more bond sites that are not oriented in the same direction (i.e. the bond sites that seal the other parallel edges) is not precluded in the claims. With regard to claims 4, 6, 10, and 12, Friemel et al. disclose the webs are nonwoven (abstract). With regard to claim 13, Friemel et al. disclose the webs may be joined via adhesive or thermal bonding (column 6, lines 47-49).

6. Claims 1, 3, 4, 6, 7, 9, 10, 12, and 13 are rejected under 35 U.S.C. 102(b) as being anticipated by Dickinson et al. (U.S. Patent No. 4,876,023).

Dickinson et al. disclose a nonwoven sachet that contains a detergent composition (column 1, lines 43-55). The sachet is created with a heat seal to bond the edge (column 10, lines 1-19), which would create a bonded region with an aspect ratio of at least 2. The sachet may be formed with a plurality of pockets to form a multi-compartment sachet capable of holding incompatible laundry ingredients (column 2, lines 58-68). An article with multiple compartments would create a plurality of bond

sites with the claimed aspect ratio. With regard to claims 3 and 9, a plurality of bond sites would be oriented in the same direction. The fact that there may be more bond sites that are not oriented in the same direction (i.e. the bond sites that seal the other parallel edges) is not precluded in the claims. With regard to claims 4, 6 10, and 12, Dickinson et al. disclose the webs are nonwoven (abstract). With regard to claim 13, although Dickinson et al. prefer using adhesive to bond the seal (column 3, lines 19-21), they also disclose making the sachet without adhesive (column 9, line 51 –column 10, line 19).

Claim Rejections - 35 USC § 103

7. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

8. Claims 1, 3-7, 9-13, and 21-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Haynes et al. (U.S. Patent No. 5,941,862) in view of McCormack et al. (U.S. Patent No. 5,964,742).

Haynes et al. disclose an absorbent structure comprising a first web layer, second web layer, and hydrogel-forming polymer in-between (column 4, lines 10-24). The two web layers may be bonded to one another via point bonding with heat (column 14, lines 23-36). Haynes et al. teach the size of the bonding sites can vary depending on the particular application (column 14, lines 33-36), but do not teach using bond sites

with an aspect ratio of at least about 2. McCormack et al. teach that point bonding with an aspect ratio of at least about 2 creates fabric with increased strength and abrasion resistance (Abstract). It would have been obvious to one having ordinary skill in the art to bond the article of Haynes et al. with an aspect ratio of at least about 2 in order to create an article with increased strength and abrasion resistance, as taught by McCormack et al. With regard to claims 3 and 9, a plurality of bond sites would be oriented in the same direction. The fact that there may be more bond sites that are not oriented in the same direction (i.e. the bond sites that seal the other parallel edges) is not precluded in the claims. With regard to claims 4, 5, 10, and 11, Haynes et al. disclose using nonwoven layers and optionally a film layer (column 8, lines 1-35). With regard to claims 21-23, 25-27, and 29, Haynes et al. do not disclose any dimensions for the thermal bonds. However, Haynes et al. do describe the size of zones where absorbent polymer is substantially devoid between the two webs (column 13, lines 21-47). These zones are cited to range preferably between 5 and 30 mm. Looking at Figure 1, the zones are represented by numeral 6 and the thermal bonds are represented by numeral 7. Since the zones 6 are cited to be as small as 2 mm (about 0.1 inches), it appears from the drawings that the thermal bonds 7 would inherently be around the size of less than 0.2 inches in length and less than 0.02 inches in length. If not, it would have been obvious to one having ordinary skill in the art to adjust the size of the bonds as a result effective variable that would change the peel strength of the web, since it has been held that discovering an optimum value of a result effective variable involves only routine skill in the art. *In re Boesch*, 617 F.2d 272, 205 USPQ

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215 (CCPA 1980). With regard to claims 24 and 28, the central region of Haynes et al. is taught to be continuous (column 8, lines 36-48).

9. Claims 7, 9, 10, 12, 13, and 25-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Srinivasan et al. (U.S. Patent No. 5,851,935) in view of McCormack et al.

Srinivasan et al. disclose two nonwoven webs thermally point bonded on opposite sides of a film (column 2, lines 29-44). The limitation that the central layer "contains a substance to be exposed" is a recitation of an intended use, so the film layer meets such a limitation. Srinivasan et al. teach the bond pattern can have any one of a number of different geometries (column 6, lines 54-55), but do not teach the bond sites to have an aspect ratio of at least about 2. McCormack et al. teach a thermal bonding pattern with an aspect ratio of at least 2 for fabrics offers increased strength and abrasion resistance (Abstract). It would have been obvious to one having ordinary skill in the art to bond the article of Srinivasan et al. with a bond pattern having an aspect ratio of at least about 2 in order to increase strength and abrasion resistance, as taught by McCormack et al. With regard to claim 9, a plurality of bond sites would be oriented in the same direction. The fact that there may be more bond sites that are not oriented in the same direction (i.e. the bond sites that seal the other parallel edges) is not precluded in the claims. With regard to claims 25-27, Srinivasan et al. disclose the hexagonal bond spot to have a diameter of 0.048 inches. Combining the teaching of an aspect ratio of at least about 2 from the McCormack et al. reference, a person of ordinary skill in the art would make the bond spots of similar dimension to those

disclosed by Srinivasan et al., even though a different shape would be formed. The size of the bond area would be a result effective variable that would affect the bonding strength of the overall article. It would have been obvious to one having ordinary skill in the art to make the bond length less than about 0.1 inches and the bond width less than about 0.02 inches, since Srinivasan et al. teaches similar dimension in making the circular bonding areas and it has been held that discovering an optimum value of a result effective variable involves only routine skill in the art. *In re Boesch*, 617 F.2d 272, 205 USPQ 215 (CCPA 1980). With regard to claim 28, the film would be disposed continuously between the two nonwoven layers, since films are generally continuous.

10. Claims 5 and 11 are rejected under 35 U.S.C. 103(a) as being unpatentable over Friemel et al. in view of Bernardo (U.S. Patent No. 5,731,055).

Friemel et al. do not teach the web material to be film. Bernardo teaches that film can be used in sachets for holding pest control material (column 4, lines 45-49). Bernardo teaches that the use of film may be better than a nonwoven, which has limited physical characteristics (column 2, lines 27-38). It would have been obvious to one having ordinary skill in the art to use film in the pest control agent of Friemel et al. in order to increase the physical strength of the web, as taught by Bernardo.

Double Patenting

11. The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent

and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA 1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970); and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

12. Claims 1, 3-7, 9-13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-9 and 21-23 of copending Application No. 09/584,676. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

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13. Claims 1, 3, 6, 7, 9, 12, 13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-20 of copending Application No. 09/886,830. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

14. Claims 1, 3, 6, 7, 9, 12, 13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-3 of copending Application No. 09/886,740. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

15. Claims 1, 3, 6, 7, 9, 12, 13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable

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over claims 1-9 of copending Application No. 09/886,828. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

16. Claims 1, 3-7, 9-13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-22 of copending Application No. 09/886,893. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

17. Claims 1, 3, 4, 6, 7, 9, 10, 12, 13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-15 of copending Application No. 09/886,730. Although the conflicting claims are not identical, they are not patentably distinct from each other because both

set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

18. Claims 1, 3, 4, 6, 7, 9, 10, 12, 13, and 21-29 are provisionally rejected under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claims 1-10 of copending Application No. 09/886,829. Although the conflicting claims are not identical, they are not patentably distinct from each other because both set of claims are directed to similar inventions with little difference in limitations. Both claims are directed to first and second webs bonded to one another in a face-to-face relationship with a third material being disposed between the first and second bonded webs.

This is a provisional obviousness-type double patenting rejection because the conflicting claims have not in fact been patented.

Response to Arguments

19. Applicant's arguments with respect to the claims have been considered but are moot in view of the new ground(s) of rejection.

20. Applicant argues that the bond sites are used throughout the web, and not used to form seams like in Friemel et al. However, the claims do not preclude the bond sites

being used as seams. The bond sites may exist throughout the web and be used as seams simultaneously.

21. Applicant's argument with respect to the size of the bond sites is moot with respect to the independent claims, which do not recite any size for the bond sites.

22. Applicant argues that the bond sites of the present invention fracture upon the application of a force. However, this limitation is not quantified in any way by the claims. The Friemel et al. reference would also have bond sites that would fracture upon some applied force. Since there is no quantification for the degree of force required to fracture the bond sites, Friemel et al. fully meets the limitation.

23. Applicant argues that the short, discrete bonds of the present invention could not be used to make closed, non-connecting pockets of Dickenson et al. However, the fact that the pockets of Dickenson et al. are non-connecting indicates that they would be discrete. Furthermore, the independent claims do not recite dimensional limitations for the bond sites.

Conclusion

24. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jeremy R. Pierce whose telephone number is (703) 605-4243. The examiner can normally be reached on Monday-Thursday 7-4:30 and alternate Fridays 7-4.

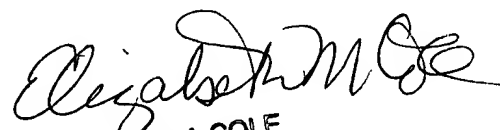
If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Terrel Morris can be reached on (703) 308-2414. The fax phone numbers for the organization where this application or proceeding is assigned are (703) 872-9310 for regular communications and (703) 872-9311 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-0661.



Jeremy R. Pierce
Examiner
Art Unit 1771

May 14, 2003



ELIZABETH M. COLE
PRIMARY EXAMINER